



AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 ("EFFECTIVE DATE"), by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**"); and Foley Builders, Inc., whose address is 7316 NW 39th Street, Coral Springs, Florida, 33065 (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree to enter into an agreement for an Interior Renovation for Margate CRA offices, located at 6280 W. Atlantic Boulevard, Margate, Florida 33063, the proposal for which is attached hereto as Exhibit "A" and made part of this AGREEMENT.

ARTICLE I

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of this AGREEMENT, together with all of the following: (i) Proposal by Foley Builders, Inc. dated _____ attached hereto as Exhibit "A"; (ii) Architectural Plans dated February 23, 2016 entitled "An Interior Renovation For Margate CRA" attached hereto as Exhibit "B"; (iii) "Requirements & Scope of Work for General Contractor" dated February 23, 2016 and attached hereto as "C"; and (iv) CONTRACTOR'S, Certificate of Insurance attached hereto as Exhibit "D";
- 1.2 Any additional documents which are required to be submitted under the AGREEMENT, and all amendments, modifications, Notice to Proceed, CHANGE ORDERS (as hereinafter defined), and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT, shall also become part of this AGREEMENT and Contract Documents.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONTRACTOR shall furnish all of the labor, materials, tools, equipment, transportation, supplies and other facilities and services necessary for proper execution and completion of all of the work required by the AGREEMENT and Contract Documents ("WORK").
- 2.2 MCRA shall pay for, and CONTRACTOR shall obtain all permits required for execution and completion of the WORK.
- 2.3 Upon completion of the WORK, CONTRACTOR shall remove all waste materials, rubbish and debris from the premises and shall leave the property clean and ready for occupancy by MCRA.

ARTICLE 3

TIME OF PERFORMANCE

- 3.1 TIME IS OF THE ESSENCE OF THIS AGREEMENT. The WORK to be performed under this AGREEMENT shall be commenced upon the date specified in the

Notice to Proceed and, subject to authorized adjustments, shall be complete within forty-two (42) calendar days from the Notice to Proceed. The Notice to Proceed will be issued within five (5) days of issuance of a building permit.

- 3.2 The CONTRACTOR shall perform the WORK as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.
- 3.3 If the CONTRACTOR is delayed in the progress of the Project by acts or neglect of MCRA, MCRA'S employees, separate contractors employed by MCRA, changes ordered in the WORK not caused by the fault of the CONTRACTOR, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or other causes beyond the CONTRACTOR'S control, the Contract Time shall be reasonably extended by Change Order.

ARTICLE 4

PAYMENTS

- 4.1 MCRA shall pay CONTRACTOR in current funds as full compensation for performance of all the WORK subject to additions and deductions by Change Order as provided in this AGREEMENT, the Contract Sum of \$22,500.00.
- 4.2 CONTRACTOR shall requisition payments for WORK completed in accordance with the following schedule:
 - 4.2.1 Upon signing of AGREEMENT by both parties: \$3,000.00
 - 4.2.2 Upon completion of demolition: \$4,000.00
 - 4.2.3 Upon completion of drywall screw inspection: \$8,000.00
 - 4.2.4 Upon completion of Final Inspection: \$5,250.00
 - 4.2.5 Upon completion of punch list and final acceptance
 - By MCRA: \$2,250.00
 - \$22,500.00
- 4.3 MCRA shall make payment to CONTRACTOR within 30 calendar days of approved payment application.
- 4.4 The application for payment shall constitute a representation by the CONTRACTOR to MCRA that, to the best of the CONTRACTOR's knowledge, information and belief, the design and construction have progressed to the point indicated; the quality of the WORK covered by the application is in accordance with the Contract Documents; and the CONTRACTOR is entitled to payment in the amount requested.

- 4.5 Payment will be made to CONTRACTOR at:
Foley Builders, Inc.
7316 NW 39 Street
Coral Springs, FL 33065
- 4.6 The CONTRACTOR warrants that the WORK, materials and equipment covered by previous applications for payment are free and clear of liens, claims, security interests or encumbrances, and that upon request of MCRA, CONTRACTOR shall promptly issue a partial release of lien.
- 4.7 Upon written notice from CONTRACTOR that the entire WORK is complete, and the building eligible for a certificate of occupancy, MCRA will make a final inspection and will notify CONTRACTOR in writing of any portion of the WORK that is incomplete or defective. CONTRACTOR shall immediately remedy such deficiencies.
- 4.8 After CONTRACTOR has completed all corrections to the satisfaction of MCRA and delivered all documentation (such as maintenance and operating instructions, marked up as-built drawings, warranties, etc.) required by the Contract Documents, CONTRACTOR may make application for final payment. The final application shall be accompanied by a final release of lien from CONTRACTOR and subcontractor(s), if any.
- 4.9 MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- a. Defective work not remedied.
 - b. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - c. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - d. Damage to the MCRA or another contractor not remedied.
 - e. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - f. Reasonable evidence that the work will not be completed within the Contract Time.

- g. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

- 4.10 The making of final payment shall constitute a waiver of claims by OWNER except those arising from: (i) unsettled liens; (ii) Faulty or defective WORK and latent defects discovered after acceptance; (iii) failure of the WORK to comply with the requirements of the Contract Documents; (iv) terms of special warranties required by the Contract Documents; and (v) any of CONTRACTOR'S continuing obligations under the Contract Documents.
- 4.11 The acceptance of final payment shall constitute a waiver of claims by CONTRACTOR except those previously made in writing and identified by CONTRACTOR as unsettled at the time of final application for payment.

ARTICLE 5

CHANGES IN THE SCOPE OF WORK

- 5.1 The MCRA, without invalidating this Agreement, may request additions, deletions, or revisions to the WORK. Such additions, deletions or revisions shall be authorized by Change Order to written amendment to this AGREEMENT, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 5.2 A Change Order is a written order signed by MCRA and CONTRACTOR, and issued after execution of this Agreement, authorizing a change in the WORK or adjustment in the Contract Sum or Contract Time. The Contract Sum and Contract Time may be changed only by a Change Order.
- 5.3 The cost or credit to MCRA from a change in the WORK shall be determined by mutual agreement.
- 5.4 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the WORK to MCRA, must be formally authorized and approved by the MCRA Board prior to their issuance and before WORK may begin.

- 5.5 Notwithstanding the above paragraph, Change Orders which, when cumulatively added to amounts authorized pursuant to this AGREEMENT and prior Change Orders for this Project, do not increase the cost of the WORK to more than \$25,000 total, may be approved by the Executive Director of the MCRA. In addition, Change Orders which modify the time for completion, or which reduce the cost of the WORK, may be approved by the Executive Director of the MCRA.
- 5.6 No claim against OWNER for extra WORK in furtherance of a Change Order shall be allowed unless prior approval pursuant to this Article 5 has been obtained.
- 5.7 Any claim for adjustment in the Contract Price or Time shall be based upon written notice delivered by the party making the claim to the other party not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this Paragraph.

ARTICLE 6

CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 6.1 CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.
- 6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new and that the WORK will be free from defects. CONTRACTOR shall warrant and guarantee all WORK for a minimum of one (1) year from the date of final acceptance by MCRA.
- 6.3 CONTRACTOR is duly licensed as a General Contractor in the State of Florida.
- 6.4 CONTRACTOR has not engaged subcontractor(s) for the performance of any WORK hereunder.
- 6.5 CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the WORK. MCRA shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify MCRA if the Contract Documents are observed by CONTRACTOR

to be at variance therewith.

- 6.6 The risk of loss, injury or destruction shall be with CONTRACTOR until acceptance of the WORK by MCRA. Title to the WORK shall pass to MCRA upon acceptance of the WORK by MCRA
- 6.7 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions.

ARTICLE 7

MCRA'S OBLIGATIONS

- 7.1 Furnish to CONTRACTOR, when available, such data required for performance of the WORK under the Contract Documents
- 7.2 Arrange for access to and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform its services.
- 7.3 Give notice to CONTRACTOR whenever the MCRA observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.
- 7.4 MCRA may appoint an on-site Project representative to observe the WORK and to have such other responsibilities as the MCRA and CONTRACTOR agree in writing prior to execution of this Agreement
- 7.5 The MCRA shall cooperate with the CONTRACTOR in securing building and other permits, licenses and inspections, and shall pay the fees for such permits, licenses and inspections.
- 7.6 If MCRA observes or otherwise becomes aware of a fault or defect in the WORK or nonconformity with the design or construction documents, the MCRA shall give prompt written notice thereof to the CONTRACTOR.

ARTICLE 8

MISCELLANEOUS PROVISIONS

- 8.1 This AGREEMENT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this AGREEMENT shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this AGREEMENT shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 8.2 Should any part, term or provision of this AGREEMENT be determined by the courts to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 8.3 CONTRACTOR shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the AGREEMENT shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment.
- 8.4 This AGREEMENT, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by amendment in writing signed by each party.
- 8.5 **MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
- 8.6 If the MCRA incurs any expense in enforcing the terms of this AGREEMENT whether suit be brought or not, CONTRACTOR agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the CONTRACTOR'S work.
- 8.7 This AGREEMENT may be terminated by either party for cause, or by the MCRA by convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the CONTRACTOR

shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONTRACTOR shall become the property of the MCRA and shall be delivered by CONTRACTOR to the MCRA upon payment by the MCRA for all services performed by the CONTRACTOR.

- 8.8 Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided under this AGREEMENT are and shall remain the property of the MCRA whether the Project for which they are made is executed or not. However, this is not an assignment of any copyrights or other ownership rights that the CONTRACTOR maintains.

- 8.9 *Intentionally Deleted*

- 8.10 **EQUAL OPPORTUNITY EMPLOYMENT:** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

- 8.11 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of this provision, the MCRA shall have the right to terminate the AGREEMENT without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

- 8.12 In the event the CONTRACTOR, during the course of the work under this AGREEMENT, requires the services of any subcontractors or other professional

associates in connection with services covered by this Agreement, CONTRACTOR shall secure the prior written approval of the MCRA, which approval may be withheld in MCRA's sole discretion.

8.13 INDEMNIFICATION:

- (a) CONTRACTOR agrees to pay on behalf of and defend the MCRA from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CONTRACTOR, its employees, or agents including death in connection with services under this AGREEMENT.
- (b) To the extent allowable by law, MCRA agrees to indemnify and defend CONTRACTOR from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of MCRA, its employees, or agents in connection with the services under this AGREEMENT.
- (c) If the negligence or willful misconduct of both the CONTRACTOR and MCRA (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the CONTRACTOR and MCRA as provided by law.

8.14 INSURANCE: CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance. The Commercial General Liability policy shall provide contractual liability coverage as provided by the Standard ISO Policy Form CG 00 01. United States Treasury-approved companies authorized to do business in the State of Florida shall issue such policy or policies. CONTRACTOR shall specifically name the MCRA as additional insured under the Commercial General Liability insurance policy hereinafter described.

- (a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000) each claim and annual aggregate.
- (b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

-Employers Liability with a limit of \$100,000 each accident

-Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty days (30 days) notice of cancellation.

- (c) Commercial General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and \$1,000,000 general aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy ISO CG 00 01, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations
Independent Contractors Broad
Form Property Damage
Contractual Liability Coverage

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The MCRA and the City of Margate are to be included as "Additional Insured" with respect to liability arising out of operations performed for MCRA by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) days notice of cancellation.

- (d) Business Automobile Liability with minimum limits of \$1,000,000 per accident combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles
Hired and non-owned vehicles
Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) days notice of

cancellation.

- (d) CONTRACTOR shall provide to the MCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The MCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that MCRA shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

8.15 DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO BE NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

8.16 NOTICES: Whenever either party, desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, or electronically with receipt acknowledged, and addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR MCRA:

Diane Colonna, Executive Director
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

FOR CONTRACTOR:

IN WITNESSETH WHEREOF, the MCRA and CONTRACTOR have signed this AGREEMENT in duplicate. One counterpart each has been delivered to MCRA and ENGINEER. All portions of the AGREEMENT have been signed or identified by MCRA and CONTRACTOR.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Diane Colonna, Executive Director

____ day of _____, 2016

WITNESS:

APPROVED AS TO FORM:

Courtney Easley, CRA Coordinator

____ day of _____, 2016

Eugene M. Steinfeld, Board Attorney

____ day of _____, 2016

FOR CONTRACTOR

FOR CORPORATION:

President

____ day of _____, 2016

(CORPORATE SEAL)

Secretary

____ day of _____, 2016

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
(MCRA) AND _____ (CONTRACTOR)**

EXHIBIT “A”

PROPOSAL



7316 NW 39 Street
Coral springs FL, 33065
Office 954-346-3463
Fax 954-346-3271
Mobile 954-868-8104
E-mail: foleybuilders@bellsouth.net
FL Lic# CB-C059475

BILL TO

MARGATE CRA
5790 MARGATE BOULEVARD
BLVD
MARGATE
FL, 33063

WORK PERFORMED

MARGATE CRA OFFICE
6282 W. ATLANTIC

MARGATE
FL, 33063

Contract

INTERIOR RENOVATION TO THE CRA OFFICE

BID BASED ON DRAWINGS by ARCHTYPE DESIGN, INC. AND THE CRA STATEMENT OF WORK, JANUARY 26, 2016, BOTH OF WHICH ARE ATTACHED AND ARE FULLY INCORPORATED INTO THIS CONTRACT BETWEEN FBI AND CRA BY REFERENCE THERETO.

CONTRACT DATE: 2-4-2016

JOB NO 216-124

1. DEMOLITION

- (A) All debris listed shall be removed by FBI and disposed into dumpsters supplied by owner.
- (B) Demo and dispose of built-in cabinetry / built-in desk as indicated on drawings.
- (C) Demo and dispose of existing partition wall doors as indicated on drawings.
- (D) Demo and dispose of interior partition walls as indicated on drawings leaving a 4" header down from the ceiling so not to disturb existing ceiling grid.
- (E) Demo and dispose of (3) restroom vanities / counter tops and faucets.
- (F) Demo and dispose of the existing ceiling tile, **Note** existing grid to remain.
- (G) Demo and dispose of breakroom upper and lower cabinets.

2. INTERIOR WALLS AND CEILINGS

- (A) Labor and materials to build new partition walls as per drawings with 1/2 drywall on each side of 22 gage metal studs with R-11 insulation between studs for soundproof.
- (B) Labor and materials to finish all new wall to a smooth finish ready for paint.
- (C) Labor and materials to drywall / finish framed down headers.

3. DOORS

- (A) Furnish and install (3) solid core doors with hardware and trim as per drawings.
- (B) Labor to adjust all existing remaining doors to ensure all doors are operating correctly.

4. PLUMBING

- (A) Labor to saw cut slab in existing restroom to expose sanitary line due to line filled with concrete by previous tenant.
- (B) FBI will prior to patching concrete trench will compact soil and treat soil for termites per code.
- (C) Any other work not listed, per scope of work, shall be done by others but not limited to coordinating with Foley Builders to the full extent of the project from start to completion.

5. **MECHANICAL**

(A) All mechanical work listed, per scope of work, shall be done by others but not limited to coordinating with Foley Builders to the full extent of the project from start to completion.

6. **ELECTRICAL**

(A) All electrical work listed, per scope of work, shall be done by others but not limited to coordinating with Foley Builders to the full extent of the project from start to completion.

7. **BREAKROOM**

(A) Demo and dispose of existing upper and lower cabinets, Note removal of existing cabinets not indicated on drawings but requested by CRA representative Mr.'s Cotter Christian.

(B) Furnish and install upper and lower cabinets approximately 15lf, FBI will provide melamine cabinet boxes with P. Lam doors / counter tops with 4" backsplash, Style and color to be determined at a later time. Note Sink and faucets supplied by owner.

8. **REST ROOMS**

(A) Labor to install (3) owner supplied vanities.

(B) Labor to install owner supplied rest rooms grab bars and mirrors.

9. **FLOORING**

(A) All flooring work listed, per scope of work, shall be done by others but not limited to coordinating with Foley Builders to the full extent of the project from start to completion.

10. **PAINTING**

(A) All painting work listed, per scope of work, shall be done by others but not limited to coordinating with Foley Builders to the full extent of the project from start to completion.

11. MISCELLANEOUS

(A) Labor to install owner supplied fire extinguishers as per life safety plan.

12. FOLEY BUILDERS STANDARD SERVICES

(A) Foley Builder's Inc. will cover dumpster and surround any open area with yellow caution tape at the end of each work day.

(B) Foley Builder's Inc. will obtain the necessary building permits on behalf of CRA will pay for all necessary permit fees by the city of Margate.

(C) Foley Builder's Inc. will provide final interior / exterior construction clean-up to commercial standards.

(D) All materials and workmanship is warranted for (1) year from the date of completion.

13. START/COMPLETION SCHEDULE:

(A) FBI agrees to start work on the project described in this Agreement within 5 days of Margate Building Department issuing a Permit for the work contemplated herein. FBI agrees to work continuously and diligently on the project until completed, and agrees that the completion date will be NLT: 6 Weeks after the permit has been issued by Margate Building Department.

Exclusions

- (A) Permit fees
- (B) Architectural drawings
- (C) Mechanical drawings

- (D) Fire Alarm
- (E) Electrical
- (F) Plumbing
- (G) Flooring
- (H) Painting
- (I) Ceiling materials
- (J) Lighting fixtures
- (K) Plumbing fixtures

We propose hereby to furnish materials and labor – complete in accordance with above specifications, for the sum of: **TWENTY TWO THOUSAND FIVE HUNDRED Dollars \$22,500.00**

TOTAL FOR DEMO SCOPE OF WORK \$1,800.00

TOTAL FOR DRYWALL SCOPE OF WORK \$9,700.00

TOTAL FOR BREAKROOM / RESTROOM SCOPE OF WORK \$6,500.00

PROFIT / OVERHEAD \$4,500.00

Any work performed above the agreed contract will become a written change order between Margate CRA and Foley builders, Inc.

Any alteration or deviation from the above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is responsible to have fire, tornado and other necessary

insurance in place. GC is responsible to have adequate liability and other necessary insurance in place to protect CRA from any liability from actions caused by the contractor. Refer to specifications and notes contained in the Architectural Drawings for other general requirements and terms and conditions applicable to this agreement.

PROPOSED AND ACCEPTED ON THE DATE WRITTEN BELOW:

Paul Foley, Foley Builders Inc.

Margate – CRA

Title _____

Title _____

Date: _____

Date: _____

Note, Draw schedule may be changed to satisfy both parties

Draw Schedule

Upon Signing of contract \$6,000.00

Upon Completion of Demolition \$6,000.00

Upon Completion of Drywall screw inspection \$7,500.00

Upon Completion of Final inspection \$3,000.00

EXHIBIT "B"

ARCHITECTURAL PLANS

***An Interior Renovation for Margate CRA
By Archtype Design, Inc.
Dated 2-26-16***

EXHIBIT “C”

REQUIREMENTS & SCOPE OF WORK For GENERAL CONTRACTOR (“GC”)

A. Requirements:

1. Contractor must have current, valid General Contractor License in State of Florida.
2. Contractor shall provide insurance certificates in dollar amounts to be agreed to by contract. The certificate will list the CRA and City of Margate as additional insured. The insurance shall include worker’s compensation, comprehensive automotive liability, and comprehensive liability.

B. Scope of Services:

1. The scope shall include all work in accordance with plans entitled “An Interior Renovation for Margate CRA, 6280 W. Atlantic Blvd., Margate, Florida”, Sheets PC-1, A-1 through A-5, prepared by Archtype Design, Inc. and dated February 23, 2016, and further described herein; however, the scope of work shall not include the exclusions outlined in B-2 below.
2. **Exclusions:** the Contractor’s scope of work shall not include a) electrical work shown on sheet A-5 of the drawings, or otherwise required by Owner, including lighting, removal, relocation and/or installation of electrical fixtures, outlets, switches and panels; b) plumbing/mechanical work including the installation of any plumbing fixtures, sinks, toilets, water or waste piping and water heater; c) interior and exterior painting; d) installation of carpeting, floor tiles and associated base boards; and e) installation of

telecommunications, computers and other equipment.

3. **Demolition/Clean-up:** Owner will provide temporary on-site dumpster for disposal of all material to be removed from building (except as prohibited by law). Work shall include: a) remove and dispose all ceiling tile; b) remove and dispose all carpeting and vinyl base; c) remove vinyl tile as indicated on plans; d) remove wallpaper in lobby, and two director's offices (or alternatively, install drywall over wallpaper to provide smooth surface for painting); e) remove all debris, trash, loose furniture and other material left behind by tenant unless otherwise instructed; f) remove and dispose walls/partitions for offices and bathroom as shown on plans; g) remove and dispose built-in desks in "Grants" office and office C-1; h) remove and dispose cabinets in break room as shown on plans; and i) pre and post construction clean-up.

4. **Renovation:** a) Install new walls and partitions as shown on plans; b) Install new doors and frames as shown on plans; c) replace all ceiling tile (tiles to be furnished by Owner); d) install new cabinets and shelving in break room; e) construct drywall ceiling in new bathroom; and, f) coordinate with plumber and install new vanities in 3 bathrooms (vanities to be furnished by Owner).

5. **Secured Entrance:** Plans and specifications are not available at this time for the renovation of the lobby/reception area to provide bulletproof glass and secured entry. This shall not be included in the scope of work.

6. **Coordination:** Together with Owner, Contractor shall coordinate with other contractors, including but not limited to electrician, plumber, painter and flooring contractor.

7. **Additional Work:** As directed by Owner and authorized via change order.

8. **Procurement:** Unless otherwise noted, Owner shall purchase directly and furnish all major materials required for Contractor's scope of work; however Contractor will be responsible for any tools or equipment necessary to accomplish the work.

C. Cost of Work

1. Contractor shall provide a lump sum price for items 1 through 4 of the above Scope of Work. The price shall be itemized as listed in the Scope of Work above.

2. Owner and Contractor may at Owner's option, negotiate a lump sum price for item # 5 above if and when plans and specifications are available.

4. The cost for item #7 will be determined if and when such additional work arises.

EXHIBIT “D”

Insurance Certificates

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 ("EFFECTIVE DATE"), by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**"); and Well Electric Technology, Inc., whose address is 3960 N.W. 106th Drive, Coral Springs, Florida, 33065 (hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree to enter into an agreement for an Interior Renovation for Margate CRA offices, located at 6280 W. Atlantic Boulevard, Margate, Florida 33063, the proposal for which is attached hereto as Exhibit "A" and made part of this AGREEMENT.

ARTICLE I

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of this AGREEMENT, together with all of the following: (i) Proposal by Well Electric Technology, Inc. dated March 16, 2016 attached hereto as Exhibit "A"; (ii) Architectural Plans dated February 23, 2016 entitled "An Interior Renovation For Margate CRA" attached hereto as Exhibit "B"; Property Inspection Report dated September 10, 2015 by GAIA Construction, Inc., attached hereto as Exhibit "C"; and (iii) CONTRACTOR'S, Certificate of Insurance attached hereto as Exhibit "D";
- 1.2 Any additional documents which are required to be submitted under the AGREEMENT, and all amendments, modifications, Notice to Proceed, CHANGE ORDERS (as hereinafter defined), and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT, shall also become part of this AGREEMENT and Contract Documents.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONTRACTOR shall furnish all of the labor, materials, tools, equipment, transportation, supplies and other facilities and services necessary for proper execution and completion of all of the work required by the AGREEMENT and Contract Documents ("WORK").
- 2.2 MCRA shall pay for, and CONTRACTOR shall obtain all permits required for execution and completion of the WORK.
- 2.3 Upon completion of the WORK, CONTRACTOR shall remove all waste materials, rubbish and debris from the premises and shall leave the property clean and ready for occupancy by MCRA.

ARTICLE 3

TIME OF PERFORMANCE

- 3.1 TIME IS OF THE ESSENCE OF THIS AGREEMENT. The WORK to be performed under this AGREEMENT shall be commenced upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be complete within forty-two (42) calendar days from the Notice to Proceed. The Notice to Proceed will be issued within five (5) days of issuance of a building permit.
- 3.2 The CONTRACTOR shall perform the WORK as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.
- 3.3 If the CONTRACTOR is delayed in the progress of the Project by acts or neglect of MCRA, MCRA'S employees, separate contractors employed by MCRA, changes ordered in the WORK not caused by the fault of the CONTRACTOR, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or other causes beyond the CONTRACTOR'S control, the Contract Time shall be reasonably extended by Change Order.

ARTICLE 4

PAYMENTS

- 4.1 MCRA shall pay CONTRACTOR in current funds as full compensation for

performance of all the WORK subject to additions and deductions by Change Order as provided in this AGREEMENT, the Contract Sum of \$8,310.00.

- 4.2 CONTRACTOR shall requisition payments for WORK completed in accordance with the following schedule:

4.2.1	Upon signing of AGREEMENT by both parties:	\$1,800.00
4.2.2	Upon inspection approval – rough in:	\$3,300.00
4.2.4	Upon completion of Final Inspection:	\$2,380.00
4.2.5	Upon completion of punch list and final acceptance	
	By MCRA:	<u>\$ 830.00</u>
		\$ 8,310.00

- 4.3 MCRA shall make payment to CONTRACTOR within 30 calendar days of approved payment application.
- 4.4 The application for payment shall constitute a representation by the CONTRACTOR to MCRA that, to the best of the CONTRACTOR's knowledge, information and belief, the design and construction have progressed to the point indicated; the quality of the WORK covered by the application is in accordance with the Contract Documents; and the CONTRACTOR is entitled to payment in the amount requested.
- 4.5 Payment will be made to CONTRACTOR at:
Well Electric Technology, Inc.
3960 N.W. 106th Drive
Coral Springs, FL 33065
- 4.6 The CONTRACTOR warrants that the WORK, materials and equipment covered by previous applications for payment are free and clear of liens, claims, security interests or encumbrances, and that upon request of MCRA, CONTRACTOR shall promptly issue a partial release of lien.
- 4.7 Upon written notice from CONTRACTOR that the entire WORK is complete, and the building eligible for a certificate of occupancy, MCRA will make a final inspection and will notify CONTRACTOR in writing of any portion of the WORK that is incomplete or defective. CONTRACTOR shall immediately remedy such deficiencies.
- 4.8 After CONTRACTOR has completed all corrections to the satisfaction of MCRA and delivered all documentation (such as maintenance and operating

instructions, marked up as-built drawings, warranties, etc.) required by the Contract Documents, CONTRACTOR may make application for final payment. The final application shall be accompanied by a final release of lien from CONTRACTOR and subcontractor(s), if any.

4.9 MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- h. Defective work not remedied.
- i. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
- j. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
- k. Damage to the MCRA or another contractor not remedied.
- l. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
- m. Reasonable evidence that the work will not be completed within the Contract Time.
- n. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

4.10 The making of final payment shall constitute a waiver of claims by OWNER except those arising from: (i) unsettled liens; (ii) Faulty or defective WORK and latent defects discovered after acceptance; (iii) failure of the WORK to comply with the requirements of the Contract Documents; (iv) terms of special warranties required by the Contract Documents; and (v) any of CONTRACTOR'S continuing obligations under the Contract Documents.

4.11 The acceptance of final payment shall constitute a waiver of claims by CONTRACTOR except those previously made in writing and identified by CONTRACTOR as unsettled at the time of final application for payment.

ARTICLE 5

CHANGES IN THE SCOPE OF WORK

- 5.1 The MCRA, without invalidating this Agreement, may request additions, deletions, or revisions to the WORK. Such additions, deletions or revisions shall be authorized by Change Order to written amendment to this AGREEMENT, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 5.2 A Change Order is a written order signed by MCRA and CONTRACTOR, and issued after execution of this Agreement, authorizing a change in the WORK or adjustment in the Contract Sum or Contract Time. The Contract Sum and Contract Time may be changed only by a Change Order.
- 5.3 The cost or credit to MCRA from a change in the WORK shall be determined by mutual agreement.
- 5.4 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the WORK to MCRA, must be formally authorized and approved by the MCRA Board prior to their issuance and before WORK may begin.
- 5.5 Notwithstanding the above paragraph, Change Orders which, when cumulatively added to amounts authorized pursuant to this AGREEMENT and prior Change Orders for this Project, do not increase the cost of the WORK to more than \$25,000 total, may be approved by the Executive Director of the MCRA. In addition, Change Orders which modify the time for completion, or which reduce the cost of the WORK, may be approved by the Executive Director of the MCRA.
- 5.6 No claim against OWNER for extra WORK in furtherance of a Change Order shall be allowed unless prior approval pursuant to this Article 5 has been obtained.
- 5.7 Any claim for adjustment in the Contract Price or Time shall be based upon written notice delivered by the party making the claim to the other party not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this Paragraph.

ARTICLE 6

CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 6.1 CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.
- 6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new and that the WORK will be free from defects. CONTRACTOR shall warrant and guarantee all WORK for a minimum of one (1) year from the date of final acceptance by MCRA.
- 6.3 CONTRACTOR is duly licensed as an Electrical Contractor in the State of Florida.
- 6.4 CONTRACTOR has not engaged subcontractor(s) for the performance of any WORK hereunder.
- 6.5 CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the WORK. MCRA shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify MCRA if the Contract Documents are observed by CONTRACTOR to be at variance therewith.
- 6.6 The risk of loss, injury or destruction shall be with CONTRACTOR until acceptance of the WORK by MCRA. Title to the WORK shall pass to MCRA upon acceptance of the WORK by MCRA.
- 6.7 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions.

ARTICLE 7

MCRA'S OBLIGATIONS

- 7.1 Furnish to CONTRACTOR, when available, such data required for performance of the WORK under the Contract Documents
- 7.2 Arrange for access to and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform its services.
- 7.3 Give notice to CONTRACTOR whenever the MCRA observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.
- 7.4 MCRA may appoint an on-site Project representative to observe the WORK and to have such other responsibilities as the MCRA and CONTRACTOR agree in writing prior to execution of this Agreement
- 7.5 The MCRA shall cooperate with the CONTRACTOR in securing building and other permits, licenses and inspections, and shall pay the fees for such permits, licenses and inspections.
- 7.6 If MCRA observes or otherwise becomes aware of a fault or defect in the WORK or nonconformity with the design or construction documents, the MCRA shall give prompt written notice thereof to the CONTRACTOR.

ARTICLE 8

MISCELLANEOUS PROVISIONS

- 8.1 This AGREEMENT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this AGREEMENT shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this AGREEMENT shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 8.2. Should any part, term or provision of this AGREEMENT be determined by the courts to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 8.3 CONTRACTOR shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the AGREEMENT shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to

the assignment.

- 8.4 This AGREEMENT, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by amendment in writing signed by each party.
- 8.5 **MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
- 8.6 If the MCRA incurs any expense in enforcing the terms of this AGREEMENT whether suit be brought or not, CONTRACTOR agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the CONTRACTOR'S work.
- 8.7 This AGREEMENT may be terminated by either party for cause, or by the MCRA by convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the CONTRACTOR shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONTRACTOR shall become the property of the MCRA and shall be delivered by CONTRACTOR to the MCRA upon payment by the MCRA for all services performed by the CONTRACTOR.
- 8.8 Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided under this AGREEMENT are and shall remain the property of the MCRA whether the Project for which they are made is executed or not. However, this is not an assignment of any copyrights or other ownership rights that the CONTRACTOR maintains.
- 8.9 *Intentionally Deleted*

- 8.10 **EQUAL OPPORTUNITY EMPLOYMENT:** CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.
- 8.11 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of this provision, the MCRA shall have the right to terminate the AGREEMENT without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 8.12 In the event the CONTRACTOR, during the course of the work under this AGREEMENT, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR shall secure the prior written approval of the MCRA, which approval may be withheld in MCRA's sole discretion.
- 8.14 **INDEMNIFICATION:**
- (e) CONTRACTOR agrees to pay on behalf of and defend the MCRA from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CONTRACTOR, its employees, or agents including death in connection with services under this AGREEMENT.
 - (f) To the extent allowable by law, MCRA agrees to indemnify and defend CONTRACTOR from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of MCRA, its employees, or agents in connection with the services under this AGREEMENT.

- (g) If the negligence or willful misconduct of both the CONTRACTOR and MCRA (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the CONTRACTOR and MCRA as provided by law.

8.14 INSURANCE: CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance. The Commercial General Liability policy shall provide contractual liability coverage as provided by the Standard ISO Policy Form CG 00 01. United States Treasury-approved companies authorized to do business in the State of Florida shall issue such policy or policies. CONTRACTOR shall specifically name the MCRA as additional insured under the Commercial General Liability insurance policy hereinafter described.

- (a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000) each claim and annual aggregate.
- (b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

-Employers Liability with a limit of \$100,000 each accident

-Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty days (30 days) notice of cancellation.

- (c) Commercial General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and \$1,000,000 general aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy ISO CG 00 01, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors Broad

Form Property Damage

Contractual Liability Coverage

Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The MCRA and the City of Margate are to be included as "Additional Insured" with respect to liability arising out of operations performed for MCRA by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) days notice of cancellation.

- (d) Business Automobile Liability with minimum limits of \$1,000,000 per accident combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles
- Hired and non-owned vehicles
- Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) days notice of cancellation.

- (h) CONTRACTOR shall provide to the MCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The MCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that MCRA shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

- 8.15 DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND THOSE PERSONS TO

WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO BE NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

- 8.16 NOTICES: Whenever either party, desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, or electronically with receipt acknowledged, and addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR MCRA:

Diane Colonna, Executive Director
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

FOR CONTRACTOR:

IN WITNESSETH WHEREOF, the MCRA and CONTRACTOR have signed this AGREEMENT in duplicate. One counterpart each has been delivered to MCRA and ENGINEER. All portions of the AGREEMENT have been signed or identified by MCRA and CONTRACTOR.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Diane Colonna, Executive Director

____ day of _____, 2016

WITNESS:

Courtney Easley, CRA Coordinator

____ day of _____, 2016

APPROVED AS TO FORM:

Board Attorney

____ day of _____, 2016

FOR CONTRACTOR

FOR CORPORATION:

President

____ day of _____, 2016

(CORPORATE SEAL)

Secretary

____day of_____, 2016

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
(MCRA) AND WELL ELECTRIC TECHNOLOGY INC. (CONTRACTOR)**

EXHIBIT "A"

PROPOSAL

WELL ELECTRIC TECHNOLOGY INC.
3960 N.W. 106TH DRIVE CORAL SPRINGS, FL 33065
(754)-245-1679

PROPOSAL 16-0316

EC- 13001181

PROPOSAL

Customer		Misc	
Name	INTERIOR RENOVATION FOR MARGATE-CRA	Date	3/16/2016
Address	6280 W ATLANTIC BLVD	Order No.	
City	MARGATE FL ZIP	Rep	
Phone		FOB	

	Description		
	PURCHASE AND INSTALLATION OF CONDUITS, CIRCUITS, BOXES. OUTLETS AND SWITCHES FOR THE PROPER OPERATION OF THE ELECTRICAL SYSTEM AS PER PLANS.		
1	DEMOLITION OF CONDUITS AND CIRCUITS INSIDE WALLS TO BE DEMOLISHED.		
1	RELOCATION OF ELECTRICAL PANEL 'C' WITH NEW FEEDERS, SPLICE JUNCTION BOX FOR BRANCH CIRCUITS TO BE FED TO NEW ELECTRICAL PANEL 'C'.		
1	REPLACE ALL EXISTING SWITCHES AND RECEPTACLES WITH NEW ONES.		
1	RECONNECT NEW WATER HEATER.		
6	INSTALL (6) NEW EMERGENCY LIGHT FIXTURES WITH NEW CIRCUITS AND BOXES.		
20	RUN NEW CIRCUITS FOR THE INSTALLATION OF (20) POWER RECEPTACLES.		
9	RUN NEW CABLING FOR THE INSTALLATION OF (9) TELEPHONE/DATA OUTLETS.		\$7,885.00
	AS PER INSPECTION REPORT DEFICIENCIES:		
3	PURCHASE AND INSTALL NEW A/C DISCONNECTS		\$300.00
1	REPAIRS TO PANEL AND OVERHEATING BRANCHES	\$	100.00
1	REPAIR OF BREAKER/PANEL DOUBLE TAPING	\$	25.00
5	REPLACE EXISTING EMERGENCY LIGHT FIXTURES (EACH)	\$ 50.00	\$ 250.00
	NOTE: NOT INCLUDED CITY PERMIT FEES.		

SubTotal	
TOTAL	\$8,560.00

Payment Select One...

Comments 30% To start

40% After rough inspection pass

30% After rough inspection pass

Office Use Only

CUSTOMER SIGNATURE _____	DATE _____
WELL ELECTRIC SIGNATURE _____	DATE _____

EXHIBIT "B"

ARCHITECTURAL PLANS

***An Interior Renovation for Margate CRA
By Archtype Design, Inc.
Dated 2-26-16***

**EXHIBIT
"C"**



PROPERTY INSPECTION OR ASSESSMENT OF DAMAGES



ADDRESS: 6280 W. Atlantic Blvd. Margate, FL.
CLIENT: Margate CRA
ID No: 2015682
DATE: 9/10/2015

INSPECTION OR ASSESSMENT BY:

GAIA CONSTRUCTION INC.
CGC 1516136 FLORIDA
HI-2792 FLORIDA
8028867-B2 INTERNATIONAL CODE COUNCIL

EXHIBIT “D”

Insurance Certificates

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016 ("EFFECTIVE DATE"), by and between:

MARGATE COMMUNITY REDEVELOPMENT AGENCY, FLORIDA, A DEPENDENT DISTRICT of the City of Margate, authorized to do business in the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "**MCRA**"); and Milan & Son Plumbing, Inc., whose address is 1601 S.W. 1st Way, Unit 16, Deerfield Beach, Florida 33441(hereinafter referred to as "**CONTRACTOR**").

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree to enter into an agreement for an Interior Renovation for Margate CRA offices, located at 6280 W. Atlantic Boulevard, Margate, Florida 33063, the proposal for which is attached hereto as Exhibit "A" and made part of this AGREEMENT.

ARTICLE I

THE CONTRACT DOCUMENTS

- 1.1 The Contract Documents consist of this AGREEMENT, together with all of the following: (i) Proposal by Milan & Son Plumbing, Inc. dated February 8, 2016 attached hereto as Exhibit "A"; (ii) Architectural Plans dated February 23, 2016 entitled "An Interior Renovation For Margate CRA" attached hereto as Exhibit "B"; and (iii) CONTRACTOR'S, Certificate of Insurance attached hereto as Exhibit "C";
- 1.2 Any additional documents which are required to be submitted under the AGREEMENT, and all amendments, modifications, Notice to Proceed, CHANGE ORDERS (as hereinafter defined), and all amendments, modifications and supplements issued on or after the effective date of the AGREEMENT, shall also become part of this AGREEMENT and Contract Documents.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONTRACTOR shall furnish all of the labor, materials, tools, equipment, transportation, supplies and other facilities and services necessary for proper execution and completion of all of the work required by the AGREEMENT and Contract Documents ("WORK").
- 2.2 MCRA shall pay for, and CONTRACTOR shall obtain all permits required for execution and completion of the WORK.
- 2.3 Upon completion of the WORK, CONTRACTOR shall remove all waste materials, rubbish and debris from the premises and shall leave the property clean and ready for occupancy by MCRA.

ARTICLE 3

TIME OF PERFORMANCE

- 3.1 TIME IS OF THE ESSENCE OF THIS AGREEMENT. The WORK to be performed under this AGREEMENT shall be commenced upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be complete within forty-two (42) calendar days from the Notice to Proceed. The Notice to Proceed will be issued within five (5) days of issuance of a building permit.
- 3.2 The CONTRACTOR shall perform the WORK as expeditiously as is consistent with reasonable skill and care and the orderly progress of design and construction.
- 3.3 If the CONTRACTOR is delayed in the progress of the Project by acts or neglect of MCRA, MCRA'S employees, separate contractors employed by MCRA, changes ordered in the WORK not caused by the fault of the CONTRACTOR, labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties, or other causes beyond the CONTRACTOR'S control, the Contract Time shall be reasonably extended by Change Order.

ARTICLE 4

PAYMENTS

- 4.1 MCRA shall pay CONTRACTOR in current funds as full compensation for performance of all the WORK subject to additions and deductions by Change Order as provided in this AGREEMENT, the Contract Sum of \$3,285.00.

4.2 CONTRACTOR shall requisition payments for WORK completed in accordance with the following schedule:

4.2.1	Upon signing of AGREEMENT by both parties:	\$1,095.00
4.2.2	Upon inspection approval – rough in:	\$1,095.00
4.2.4	Upon completion of Final Inspection, punch list and final acceptance by MCRA:	<u>\$1,095.00</u>
		\$3,285.00

4.3 MCRA shall make payment to CONTRACTOR within 30 calendar days of approved payment application.

4.4 The application for payment shall constitute a representation by the CONTRACTOR to MCRA that, to the best of the CONTRACTOR's knowledge, information and belief, the design and construction have progressed to the point indicated; the quality of the WORK covered by the application is in accordance with the Contract Documents; and the CONTRACTOR is entitled to payment in the amount requested.

4.5 Payment will be made to CONTRACTOR at:
Milan & Son Plumbing
1601 S.W. 1st Way, Unit 16
Deerfield Beach, FL 33441

4.6 The CONTRACTOR warrants that the WORK, materials and equipment covered by previous applications for payment are free and clear of liens, claims, security interests or encumbrances, and that upon request of MCRA, CONTRACTOR shall promptly issue a partial release of lien.

4.7 Upon written notice from CONTRACTOR that the entire WORK is complete, and the building eligible for a certificate of occupancy, MCRA will make a final inspection and will notify CONTRACTOR in writing of any portion of the WORK that is incomplete or defective. CONTRACTOR shall immediately remedy such deficiencies.

4.8 After CONTRACTOR has completed all corrections to the satisfaction of MCRA and delivered all documentation (such as maintenance and operating instructions, marked up as-built drawings, warranties, etc.) required by the Contract Documents, CONTRACTOR may make application for final payment.

The final application shall be accompanied by a final release of lien from CONTRACTOR and subcontractor(s), if any.

- 4.9 MCRA may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- o. Defective work not remedied.
 - p. Claims filed or unreasonable evidence indicating the probable filing of claims by other parties against the CONTRACTOR.
 - q. Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.
 - r. Damage to the MCRA or another contractor not remedied.
 - s. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
 - t. Reasonable evidence that the work will not be completed within the Contract Time.
 - u. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or consent of surety satisfactory to the MCRA which will protect the MCRA in the amount withheld, payment may be made in whole or in part.

- 4.10 The making of final payment shall constitute a waiver of claims by OWNER except those arising from: (i) unsettled liens; (ii) Faulty or defective WORK and latent defects discovered after acceptance; (iii) failure of the WORK to comply with the requirements of the Contract Documents; (iv) terms of special warranties required by the Contract Documents; and (v) any of CONTRACTOR'S continuing obligations under the Contract Documents.
- 4.11 The acceptance of final payment shall constitute a waiver of claims by CONTRACTOR except those previously made in writing and identified by CONTRACTOR as unsettled at the time of final application for payment.

ARTICLE 5

CHANGES IN THE SCOPE OF WORK

- 5.1 The MCRA, without invalidating this Agreement, may request additions, deletions, or revisions to the WORK. Such additions, deletions or revisions shall be authorized by Change Order to written amendment to this AGREEMENT, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.
- 5.2 A Change Order is a written order signed by MCRA and CONTRACTOR, and issued after execution of this Agreement, authorizing a change in the WORK or adjustment in the Contract Sum or Contract Time. The Contract Sum and Contract Time may be changed only by a Change Order.
- 5.3 The cost or credit to MCRA from a change in the WORK shall be determined by mutual agreement.
- 5.4 All Change Orders which, individually or when cumulatively added to amounts authorized pursuant to prior Change Orders for this Project, increase the cost of the WORK to MCRA, must be formally authorized and approved by the MCRA Board prior to their issuance and before WORK may begin.
- 5.5 Notwithstanding the above paragraph, Change Orders which, when cumulatively added to amounts authorized pursuant to this AGREEMENT and prior Change Orders for this Project, do not increase the cost of the WORK to more than \$25,000 total, may be approved by the Executive Director of the MCRA. In addition, Change Orders which modify the time for completion, or which reduce the cost of the WORK, may be approved by the Executive Director of the MCRA.
- 5.6 No claim against OWNER for extra WORK in furtherance of a Change Order shall be allowed unless prior approval pursuant to this Article 5 has been obtained.
- 5.7 Any claim for adjustment in the Contract Price or Time shall be based upon written notice delivered by the party making the claim to the other party not later than three (3) calendar days after the occurrence or event giving rise to the claims and stating the general nature of the claim. No claim for an adjustment in the Contract Price or an extension of the Contract Time will be valid if not submitted in accordance with this Paragraph.

ARTICLE 6

CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- 6.1 CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the Contract Documents.
- 6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new and that the WORK will be free from defects. CONTRACTOR shall warrant and guarantee all WORK for a minimum of one (1) year from the date of final acceptance by MCRA.
- 6.3 CONTRACTOR is duly licensed as an Plumbing Contractor in the State of Florida.
- 6.4 CONTRACTOR has not engaged subcontractor(s) for the performance of any WORK hereunder.
- 6.5 CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities applicable to the performance of the WORK. MCRA shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify MCRA if the Contract Documents are observed by CONTRACTOR to be at variance therewith.
- 6.6 The risk of loss, injury or destruction shall be with CONTRACTOR until acceptance of the WORK by MCRA. Title to the WORK shall pass to MCRA upon acceptance of the WORK by MCRA
- 6.7 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions.

ARTICLE 7

MCRA'S OBLIGATIONS

- 7.1 Furnish to CONTRACTOR, when available, such data required for performance of the WORK under the Contract Documents

- 7.2 Arrange for access to and make all provisions for CONTRACTOR to enter upon public and private property as required for CONTRACTOR to perform its services.
- 7.3 Give notice to CONTRACTOR whenever the MCRA observes or otherwise becomes aware of any development that affects the scope or timing of CONTRACTOR'S services.
- 7.4 MCRA may appoint an on-site Project representative to observe the WORK and to have such other responsibilities as the MCRA and CONTRACTOR agree in writing prior to execution of this Agreement
- 7.5 The MCRA shall cooperate with the CONTRACTOR in securing building and other permits, licenses and inspections, and shall pay the fees for such permits, licenses and inspections.
- 7.6 If MCRA observes or otherwise becomes aware of a fault or defect in the WORK or nonconformity with the design or construction documents, the MCRA shall give prompt written notice thereof to the CONTRACTOR.

ARTICLE 8

MISCELLANEOUS PROVISIONS

- 8.1 This AGREEMENT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this AGREEMENT shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this AGREEMENT shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 8.2. Should any part, term or provision of this AGREEMENT be determined by the courts to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.
- 8.3 CONTRACTOR shall not assign or transfer the AGREEMENT or its rights, title or interests therein without MCRA'S prior written approval. The obligations undertaken by CONTRACTOR pursuant to the AGREEMENT shall not be delegated or assigned to any other person or firm unless MCRA shall first consent in writing to the assignment.

- 8.4 This AGREEMENT, and attachments, represents the entire understanding of the parties as to the matters contained herein. No prior oral or written understanding shall be of any force and effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by amendment in writing signed by each party.
- 8.5 **MCRA AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE AGREEMENT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.**
- 8.6 If the MCRA incurs any expense in enforcing the terms of this AGREEMENT whether suit be brought or not, CONTRACTOR agrees to pay all such costs and expenses including but not limited to court costs, interest, and reasonable attorney's fees if such claim is a result of an error or omission within the CONTRACTOR'S work.
- 8.7 This AGREEMENT may be terminated by either party for cause, or by the MCRA by convenience, upon thirty (30) days written notice by the terminating party to the other party of such termination in which event the CONTRACTOR shall be paid its compensation for services performed to the termination date including all reimbursable expenses then due or incurred to such date of termination. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONTRACTOR shall become the property of the MCRA and shall be delivered by CONTRACTOR to the MCRA upon payment by the MCRA for all services performed by the CONTRACTOR.
- 8.8 Drawings, specifications, designs, models, photographs, reports, surveys, and other data provided under this AGREEMENT are and shall remain the property of the MCRA whether the Project for which they are made is executed or not. However, this is not an assignment of any copyrights or other ownership rights that the CONTRACTOR maintains.
- 8.9 *Intentionally Deleted*
- 8.10 **EQUAL OPPORTUNITY EMPLOYMENT:** CONTRACTOR agrees that it will not

discriminate against any employee or applicant for employment for work under this AGREEMENT because of race, color, religion, sex, age or national origin and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age or national origin. This provision shall include, but not be limited to employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or their forms of compensation, and selection for training, including apprenticeship.

8.11 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this AGREEMENT. For the breach or violation of this provision, the MCRA shall have the right to terminate the AGREEMENT without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

8.12 In the event the CONTRACTOR, during the course of the work under this AGREEMENT, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR shall secure the prior written approval of the MCRA, which approval may be withheld in MCRA's sole discretion.

8.15 INDEMNIFICATION:

- (i) CONTRACTOR agrees to pay on behalf of and defend the MCRA from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of CONTRACTOR, its employees, or agents including death in connection with services under this AGREEMENT.
- (j) To the extent allowable by law, MCRA agrees to indemnify and defend CONTRACTOR from any loss, cost, or expense claimed by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of MCRA, its employees, or agents in connection with the services under this AGREEMENT.

(k) If the negligence or willful misconduct of both the CONTRACTOR and

MCRA (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between the CONTRACTOR and MCRA as provided by law.

8.14 INSURANCE: CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Worker's Compensation Insurance, Employer's, and Professional Liability Insurance. The Commercial General Liability policy shall provide contractual liability coverage as provided by the Standard ISO Policy Form CG 00 01. United States Treasury-approved companies authorized to do business in the State of Florida shall issue such policy or policies. CONTRACTOR shall specifically name the MCRA as additional insured under the Commercial General Liability insurance policy hereinafter described.

- (a) Professional Liability Insurance: The limits of liability provided by such policy shall be no less than five hundred thousand dollars (\$500,000) each claim and annual aggregate.
- (b) Worker's Compensation Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal laws. In addition, the policy must include:

- Employers Liability with a limit of \$100,000 each accident

- Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty days (30 days) notice of cancellation.

- (c) Commercial General Liability with minimum limits of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and \$1,000,000 general aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy ISO CG 00 01, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or Operations

- Independent Contractors Broad

- Form Property Damage

- Contractual Liability Coverage

- Personal Injury Coverage with Employee and Contractual Exclusions

removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The MCRA and the City of Margate are to be included as "Additional Insured" with respect to liability arising out of operations performed for MCRA by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) days notice of cancellation.

- (d) Business Automobile Liability with minimum limits of \$1,000,000 per accident combines single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Owned vehicles
- Hired and non-owned vehicles
- Employer's non-ownership

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the MCRA with thirty (30) days notice of cancellation.

- (I) CONTRACTOR shall provide to the MCRA a Certificate of Insurance or a copy of all insurance policies required by Article 8.9 including any subsection hereunder. The MCRA reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that MCRA shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

- 8.15 DISPUTES: NOTWITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS AGREEMENT, ANY DISPUTE ARISING UNDER THIS AGREEMENT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE EXECUTIVE DIRECTOR OF THE MARGATE COMMUNITY REDEVELOPMENT AGENCY AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY

ERRONEOUS AS TO BE NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

- 8.16 NOTICES: Whenever either party, desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, or electronically with receipt acknowledged, and addressed to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR MCRA:

Diane Colonna, Executive Director
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

FOR CONTRACTOR:

IN WITNESSETH WHEREOF, the MCRA and CONTRACTOR have signed this AGREEMENT in duplicate. One counterpart each has been delivered to MCRA and ENGINEER. All portions of the AGREEMENT have been signed or identified by MCRA and CONTRACTOR.

IN WITNESSETH WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

MARGATE COMMUNITY REDEVELOPMENT AGENCY

Diane Colonna, Executive Director

____ day of _____, 2016

WITNESS:

Courtney Easley, CRA Coordinator

____ day of _____, 2016

APPROVED AS TO FORM:

Board Attorney

____ day of _____, 2016

FOR CONTRACTOR

FOR CORPORATION:

President

____ day of _____, 2016

(CORPORATE SEAL)

Secretary

____ day of _____, 2016

**AGREEMENT BETWEEN MARGATE COMMUNITY REDEVELOPMENT AGENCY
(MCRA) AND MILAN & SON PLUMBING, INC. (CONTRACTOR)**

EXHIBIT "A"

PROPOSAL



Office: (850) 400-3188 • Owner's Cell: (850) 301-9251
1601 SW 1st Way, Unit 16
Deerfield Beach, FL 33441

BILL TO:

INV# No. 1206	CUSTOMER #
NAME: City of Margate	
DATE: 2/8/16	
ADDRESS: 6280 W Atlantic Blvd	
CITY: Margate	
HOME TEL:	CELL:
EMAIL:	

100% SATISFACTION GUARANTEE
www.milansonsplumbing.com
LICENSE# CFC1428679

QTY	CODE	ESTIMATES OR DESCRIPTION OF WORK TO BE PERFORMED ESTIMATES BASED ON EXISTING CONSTRUCTION COMPLYING CURRENT FLORIDA CODES	
		Mobilization Fee (upon Arrival)	\$
		Cap off water lines + fixtures (pre demolish)	\$ 250.00
		jack hammer floor to remove concrete in place also more	625.00
		Run new drain + water lines for handicap bath sink	485.00

I hereby authorize all the work described above and agree to all the terms and conditions stated on this form. Being furnished this aged and detailed plumbing estimate and pricing may be subject to verification. I agree to hold Milan & Son Inc. harmless for any damage or disturbance to exist in a week of upon arrival. I agree to pay for all intermediate charges at 1 1/2% per month and all other charges until agreed upon upon work is completed.

SIGNATURE: ☐ REMOVE SCRAP ☐ LEAVE SCRAP

PLEASE PAY FROM THIS NOTICE - NO STATEMENT RENDERED

• ALL MATERIALS SUPPLIED BY MILAN & SON INC. ARE
WARRANTED FOR 90 DAYS UNLESS OTHERWISE SPECIFIED.
• CUSTOMER SUPPLIED MATERIALS ARE NOT WARRANTED.

• MILAN & SON INC. WORKMANSHIP AND LABOR ARE
WARRANTED FOR 90 DAYS UNLESS OTHERWISE SPECIFIED.
• DRAIN LINE STOPPAGES WARRANTED FOR 24 HOURS.

QTY	CODE	Mobilization Fee (upon Arrival)	
1		Furnish + install new 30gal tall electric water heater	\$ 650.00
1		Kitchen sink hook up + tee line	265.00
3		Install 3 toilets 2pc ada height	285.00
3	(2)	lav faucet + drain install	285.00
1		laundry sink + faucet install + run water lines	165.00
		Install new shut off valves for sinks + toilets	275.00
		* all fixtures are customer supplied *	
		WHOLE HOUSE SAFETY INSPECTION	Yes <input type="checkbox"/> No <input type="checkbox"/>

Inspector 	Client 	CASH	VISA/MC	AMEX	DISC	TECH INITIALS: <u>Sirel</u>	
<small>I hereby agree to all the terms and conditions as stated on this form and acknowledge the satisfactory completion of all the above described work. I agree to pay for all materials at 1 1/2% per month and all collection and administrative costs.</small>							AMOUNT DUE \$ 3,285.00

WHITE - CUSTOMER • YELLOW - ACCOUNTING

EXHIBIT “B”

ARCHITECTURAL PLANS

***An Interior Renovation for Margate CRA
By Archtype Design, Inc.
Dated 2-26-16***

EXHIBIT “C”

Insurance Certificates

ABC/ALL AMERICAN CEILINGS INC

1599 SW 3RD ST
POMPANO BEACH FL 33069
561-392-0901/954-781-3100
305-274-9290

Estimate

DATE	ESTIMATE #
1/5/2016	12664

NAME / ADDRESS
City of Margate Public Works 102 N Rock Island Rd. Margate, FL 33063

		TERMS	PROJECT
		Due on receipt	ALZHEIMERS BLDG
DESCRIPTION	COST	QTY	TOTAL
REMOVE EXISTING CEILING TILE <i>BY PUBLIC WORKS</i>	-0.289	2,906	839.83
Ceiling Tile INSTALL ARMSTRONG # 1774 DUNE ACOUSTICAL TILE OR USG # 4221 OLYMPIA ACOUSTICAL TILE ALL MATERIALS CLASS A PRICE REFLECTS STANDARD INSTALLATION PLEASE SIGN AND RETURN IF ACCEPTED	1.40	2,906	4,068.40
Thank you for your business.		TOTAL	\$4,908.23

SIGNATURE _____

Fax #	E-mail	Web Site
954-781-2955	ALLAMERICANCEIL@BELLSOUTH.NET	WWW.ACOUSTICALCEILINGSANDINSULATION.COM

